

Kossuth Co.

CWA (Sheriff)

7/1/2004 6/30/2007

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of July, 2004, by and between KOSSUTH COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and COMMUNICATIONS WORKERS OF AMERICA, Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issue between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Kossuth County Sheriff's Department, which includes: all sworn Deputy Sheriffs and Jailers of the Kossuth County Sheriff's Department. Excluded are: supervisory personnel, clerical workers, radio dispatchers, jailer, and others excluded by Section 4 of the Act. Reference is made to Certification Case No. 3488, dates October 12, 1987.

ARTICLE 2
EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 NO STRIKE

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will directly or indirectly induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

ARTICLE 5 SEPARABILITY AND SAVINGS

If any provision of this Agreement is declared by the proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute of the invalidated provision.

ARTICLE 6 SENIORITY

Length of service means an employee's length of regular full-time continuous service with the Employer since their last hire date.

All employees shall serve a minimum probationary period of six (6) months. If the employee is not certified past six (6) months of employment, the probationary period will extend until the employee is certified. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer shall consider qualifications, ability to perform, physical fitness and seniority; if qualifications, ability to perform, physical fitness are equal between or among affected employees, seniority will govern. Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current address during layoff.

On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the

employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Employee engages in other work while on sick leave or unpaid leave of absence or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within seven (7) days after being notified to return to work following layoff.
- (f) Seniority will be forfeited after the continuous period of layoff exceeds eighteen (18) months.
- (g) Employee retires.
- (h) An employee is absent from work for any reason for over one (1) year. In the event a leave of absence extends one (1) year, an extension must be requested and approved, or the employee will be terminated.
- (i) An employee is absent from work for an on-the-job injury for over two (2) years.

ARTICLE 7 GRIEVANCE PROCEUDRE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem verbally with the Sheriff or his designated representative within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problems fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within five (5) working days following the oral discussion. Within ten (10) days, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Board of Supervisors within five (5) working days following the answer by the Sheriff. Within ten (10) days, the Board of Supervisors will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the date of the Board's answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the

provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 8 SICK LEAVE

Section 1. Sick leave shall be accrued by a regular full-time employee at the rate of one (1) day for each calendar month in which an employee has not been on sick leave and receives a paycheck for at least fifteen (15) working days in the month to a total accumulation of ninety (90) days. An employee who has exhausted all their sick leave may be granted accumulated vacation leave with pay.

Section 2. Accumulated sick leave may be used for disabling or confining personal illness, injury, or pregnancy, including on-the-job injury or disability. A medical doctor's written verification of illness or injury may be required at any time.

Section 3. A full-time employee off work due to an injury or illness covered by Worker's Compensation payments may supplement Worker's Compensation payments with accumulated sick leave. If an employee chooses to draw sick leave, the employee must sign any Worker's Compensation checks back to the County. In return the County shall divide the Worker's Compensation check by the employee's current hourly wage and credit back the employee's sick leave accordingly.

Section 4. When absences due to sickness are necessitated. The employee shall normally notify the Sheriff or designated representative at least four (4) hours prior to the beginning of his/her scheduled reporting time. Failure to do so, with a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Section 5. For the purpose of this Article, an employee who begins his/her employment on or before the 15th of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Section 6. Sick leave shall be taken on a workday basis. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

Section 7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.

Section 8. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such expiration.

Section 9. Upon written request by the employee prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. An employee granted leave without pay shall not accrue any vacation, sick leave or other benefits.

Section 10. An employee who has accumulated the maximum sick leave accrual and who does not use any sick leave in a six (6) month period will be entitled to one-half (1/2) day (four [4] hours) of additional vacation. These additional vacation days to be scheduled on the same basis as regular vacation. The maximum number of additional vacation days that can be earned in one year is one (1) day.

ARTICLE 9 FUNERAL LEAVE

Regular full-time employees shall be eligible for a paid leave of absence of up to five (5) days in the event of the death of the employee's spouse, child, or parent. One (1) day of paid leave (day of funeral) will be allowed in the event of death of the employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchildren, grandparents, grandchildren, son-in-law, daughter-in-law, or to act as pallbearer.

Only days absent which would have been compensable workdays will be paid for at the employee's normal rate of pay for the time period he/she would have been regularly scheduled to work. No payment will be made during vacations, holidays, layoff or other leaves of absence.

ARTICLE 10 JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work as soon as possible.

ARTICLE 11 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
After one (1) year	five (5) working days
After two (2) years	ten (10) working days
After ten (10) years	fifteen (15) working days
After twenty (20) years	twenty (20) working days

Paid vacations shall be taken between January 1 and December 31 of each calendar year. Vacation time cannot be carried over from one year to the next unless approved in writing by the Sheriff.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. Vacation shall be granted on a "first come, first served" basis. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments.

Upon resignation, layoff, or termination from County service after the first year of service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 12 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Holiday pay will be at the

employee's normal pay for the day or week for which he/she would have been scheduled to work.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

An employee required to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's hourly wage rate (holiday premium) for hours worked on a recognized paid holiday. However, holiday premium will only apply when the employee works the actual holiday. (Example: if the holiday falls on a Sunday, employees working on that Sunday will be paid the holiday premium, employees working on the following Monday will not be eligible for holiday premium).

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless excused by the Sheriff. Employees on layoff, paid sick leave, unpaid leaves are not eligible for holiday pay.

ARTICLE 13 HOURS OF WORK AND OVERTIME

The purpose of the Article is not to be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. Work schedules for twenty-eight (28) days will be posted three (3) days prior to the starting date. Shifts will be rotated among all employees. The normal work schedule will be as follows: Deputy Sheriffs – a rotating schedule that will average one hundred sixty (160) hours in a twenty-eight (28) day cycle.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. Employees shall receive, when possible, a fifteen (15) minute break during every four (4) hours of the work period.

Overtime. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day cycle. If a Deputy is required to work beyond his/her regularly scheduled shift, the following applies:

- a) If the 7-3 Deputy is called to duty early, he/she shall take the extra amount of time worked from the end of the shift. If the extra time is on a weekend, the time off will be taken on Monday.
- b) If the 3-11 Deputy is required to work beyond his/her normal time, he/she shall take that amount of time from the end of his/her next shift. If the extra time worked is on a weekend, the time off will be taken on Monday.

- c) If the 8-4 Deputy is required to work beyond his/her normal time, he/she shall take that amount of time from the beginning of his/her next shift. If the extra time worked is on a weekend, the time off will be taken on Monday.

Call Out/Court Time. When employees are recalled to work or required to appear in court outside of their regular scheduled work hours or on a non-schedule day, they shall receive a minimum of two (2) hours pay.

ARTICLE 14 INSURANCE

The Employer shall pay the individual monthly premium and one hundred percent (100%) of the dependent monthly premium for hospital and medical insurance. The Employer shall retain the right to select the insurance carrier but coverage shall remain the same as present coverage.

The Employer shall pay the individual monthly premium for the County-provided dental insurance program for regular full-time employees. The employee shall pay the monthly premium for dependent coverage.

ARTICLE 15 DUES CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Employee Organization with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Employee Organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues check-off clause.

ARTICLE 16 UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and a fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards.

Official representatives of the Local Union may be permitted a total of five (5) days unpaid leave per contract year to carry out official business of the Union. Said leave request is subject to the Employer's approval; however, said leave is not to be unreasonably denied. The leave shall be without pay but will be considered as time worked for earning fringe benefits, except that the recognized paid holiday qualifications must be met for each paid holiday.

At least two (2) weeks advance notice request for each leave is required.

The Chief Steward or his designated representative shall suffer no loss in wages while attending a joint Employer-Union grievance or negotiation meeting during normal working hours. Preparation and attendance time for grievance arbitrations, fact finding and interest arbitration will not be paid for.

Any employee is entitled to have Union representation in any discussion between the employee and representatives of the Employer in which the employee has reasonable ground to fear that the interview will adversely affect his/her continued employment or cause any form of discipline.

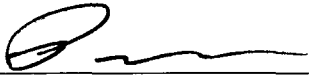
ARTICLE 17
DURATION OF AGREEMENT

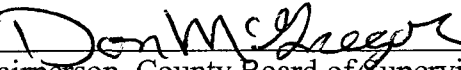
THIS AGREEMENT shall be effective from July 1, 2004, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2006. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 15th day of June, 2004.

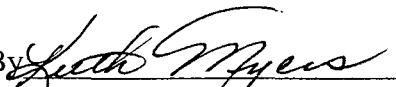
KOSSUTH COUNTY
SHERIFF'S DEPARTMENT

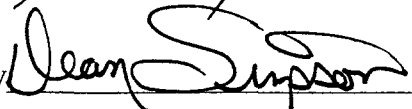
By 
Sheriff

By 
Chairperson, County Board of Supervisors

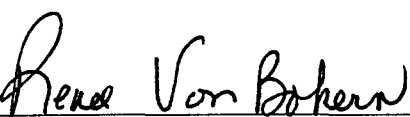
COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

By 

By 

By 

Acknowledged by:



Employer Representative
Von Bokern Associates, Inc.

EXHIBIT A
WAGE SCHEDULE

<u>Classification</u>	<u>Effective</u> <u>7-1-03</u>	<u>7-1-04</u>	<u>7-1-05</u>	<u>7-1-06</u>
Deputy (certified)	\$35,189	\$36,244.67	\$37,241.40	\$38,172.44
Deputy (non-certified)	\$32,490	\$33,464.70	\$34,384.98	\$35,244.60
Deputy (probationary)	\$30,322	\$31,231.66	\$32,090.53	\$32,892.79

Overtime rate shall be calculated by annual salary divided by 2080 hours.

<u>Classification</u>	<u>7-1-03</u>	<u>7-1-04</u>	<u>7-1-05</u>	<u>7-1-06</u>
Jailer				
Start	\$10.46	\$10.77	\$11.07	\$11.35
6 Months	\$10.83	\$11.15	\$11.46	\$11.75
1 Year	\$11.20	\$11.54	\$11.86	\$12.16

Longevity Full-time employees are eligible for longevity according to the following schedule:

<u>Years of Service</u>	<u>Cents Per Hour</u>
After 5 years	.05
After 10 years	.10
After 15 years	.15
After 20 years	.20

Longevity pay will be implemented on July 1 following the employee's anniversary date. For example, an employee with at least 10 years of service on July 1, 2004 will be eligible for .10 per hour effective July 1, 2004. An employee who reaches his 10th year anniversary on October 1, 2004 will not be eligible for .10 longevity until July 1, 2005.

HEALTH INSURANCE LETTER OF UNDERSTANDING

The County will select the carrier and insurance plan. However, Benefits levels, with the exception of the medical deductible, will be equivalent to the benefits levels of ISAC Plan 8. The employee is responsible for the following deductibles, co-pays and out-of-pocket maximums:

Medical deductible:	\$100 (single); \$200 (family)
Medical out-of-pocket maximums:	\$1000 (single); \$2000 (family)
Prescription drug deductibles:	\$50 (single); \$100 (family)
Prescription drug co-pays:	\$10.00 generic; \$20.00 name brand; \$45.00 non-formulary
Prescription drug Out-of-pocket maximums	\$1000 (single); \$2000 (family)

Employees may submit EOB forms for reimbursement of medical (excludes prescriptions and co-payments) deductible amounts above \$100 (single) or \$200 (family).

Employees who are eligible for family coverage, but who elect single coverage are eligible for a \$50.00 per month stipend to be deposited in one of the County provided deferred comp plans.

ADMINISTRATION OF CO-INSURANCE

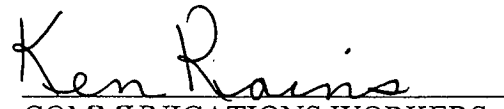
In order to provide the excellent deductible reimbursement coverage at an economic reasonable rate and to assist in the administration of the deductible reimbursement plan, each employee receiving medical health coverage will be required to provide to the county information relative to any medical health insurance coverage under the Wellmark BC/BS Alliance Select Plan. The Employee will be required to furnish this information on a form provided by the county and will be responsible for the accuracy of the information. This form must be completed and be on file with the administrator before any deductible reimbursements are made. The employee shall be responsible to notify the county administrator of any change of the information listed on the form.

Employees to submit claims on a monthly basis. (The third Wednesday of each month).

This letter of understanding shall run concurrently with the 2004-2007 collective bargaining agreement.


KOSSUTH COUNTY
BOARD OF SUPERVISORS

06-15-04
Date


COMMUNICATIONS WORKERS
OF AMERICA
KOSSUTH COUNTY DEPUTIES,
SHERIFFS & JAILERS

6-23-04
Date